FILED 15 JUN '16 14:49 USDC-ORP

UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

UNDER SEAL

PORTLAND DIVISION

UNITED STATES OF AMERICA,

v.

RONALD EUGENE STOVER and JEFFREY CHARLES DANIEL STOVER,

Defendants.

3:16-CR- 00253-AA

INDICTMENT

18 U.S.C. §§ 1343, 1957, 152(2), 157, 2(a)

Forfeiture Allegations

UNDER SEAL

THE GRAND JURY CHARGES:

I. INTRODUCTION

1. Beginning on or about March 29, 2010 and continuing until March 10, 2015, in the District of Oregon and elsewhere, **RONALD EUGENE STOVER**, defendant herein, directly and through other persons and entities, known and unknown to the Grand Jury, who were under his employ, supervision and control, or acting in combination and concert with him, by means of a material scheme and artifice to defraud and through materially false and fraudulent pretenses, representations, promises and material omissions, solicited loans and investments into Tri-Core Funding Group, LLC, Xtreme Iron, LLC, Core Iron Equipment LLC, and other affiliated businesses, allegedly for the purpose of providing capital for the operation of a heavy equipment leasing and rental enterprise.

2. Beginning on or about March 29, 2010 and continuing until March 10, 2015, in the District of Oregon and elsewhere, **JEFFREY CHARLES DANIEL STOVER**, defendant

herein, aided and abetted **RONALD EUGENE STOVER** in the aforementioned material scheme and artifice to defraud.

At all times material to this indictment:

II. THE DEFENDANTS

3. Defendant **RONALD EUGENE STOVER** (herein after referred to as **R. STOVER**), was a resident of the State and District of Oregon. Based on corporate filings, **R. STOVER** was the sole manager, member, and President of RS Development Services, Inc. (**RSD**); the primary manager and member Tri-Core Funding Group, LLC (**TCFG**); and the sole manager of Xtreme Iron Holdings, LLC (**XIH**). With the assistance of defendant **JEFFREY STOVER**, **R. STOVER** controlled the operations and financial affairs of **RSD**, **TCFG**, and **XIH** throughout the course of this material scheme to defraud.

4. Defendant **R. STOVER** is a self-described "workout specialist" who facilitates turning around companies in financial distress. **R. STOVER** claimed to have a track record of success in real estate development, business, and banking. **R. STOVER**, and others under his employ, supervision and control, solicited, arranged and secured private investor financing purportedly for the benefit of Xtreme Iron, LLC, Core Iron, LLC, and other related business entities.

5. Defendant **R. STOVER** and his wife lived at 22225 SW Antioch Downs Court, Tualatin, Oregon. Regardless of entity, **R. STOVER** maintained his primary business office on the Tualatin property.

6. Defendant **JEFFREY STOVER** (herein after referred to as **J. STOVER**), was a resident of the State and District of Oregon. Defendant **J. STOVER** is the son of **R. STOVER**.

J. STOVER held himself out as the President and part owner of **XIH** and Xtreme Iron, LLC **(XI). J. STOVER** also claimed to be a part owner in predecessor entities to **XIH** and **XI.**

7. After the dissolution of **XIH** and **XI, J. STOVER** held himself out to be a 25% owner of the parent company of Core Iron Equipment **(CI). J. STOVER** served as the President of Business Plan Management and Chief Financial Officer for **CI.**

III. THE ENTITIES

8. RS Development Services, Inc. **(RSD)** was formed as an Oregon Domestic Business Corporation on December 26, 1990. In an Amendment to the Annual Report filed on January 25, 2012, Ron Stover signed as "President". **R. STOVER** listed the principle place of business for **RSD** as 22225 SW Antioch Downs Court, Tualatin, Oregon.

9. Tri-Core Funding Group, LLC (**TCFG**) was formed as a Nevada Domestic Limited Liability Company on January 24, 2012. Defendant **R. STOVER** was listed as a Manager, with an address at 10170 W. Tropicana Ave., Suite 156, Las Vegas, Nevada. Defendant **R. STOVER** signed the **TCFG** *2013 Nevada Secretary of State Annual List of Managers* form as the sole manager with an address of 22225 SW Antioch Downs Court, Tualatin, Oregon. Defendant **R. STOVER** was a signatory on all bank accounts in the name of **TCFG**, including accounts at Bank of America, Farmers and Merchants, Mutual of Omaha, and North Star Bank of Texas. **R. STOVER** instructed investors to wire funds to these accounts.

10. Xtreme Iron Holdings, LLC (**XIH**) was formed as a Delaware Domestic Limited Liability Company on June 1, 2011. Defendant **R. STOVER** signed and executed the *Certificate of Amendment to Certificate of Formation* on behalf of **XIH** as the "Sole Manager." **XIH** registered as a Limited Liability Company with the State of Texas on June 1, 2011. Defendant **R. STOVER** signed and executed the *Amendment to Registration* on behalf of **XIH**

as the authorized person and "Manager." In materials sent to investors, **J. STOVER** is identified as the President of **XIH**.

11. **XIH** filed an *Amended Voluntary Petition for Chapter 11 Bankruptcy* on June 13, 2012 in Case No. 12-33832—hdh11, *In re: Xtreme Iron Holdings, LLC*. Defendant **R. STOVER** signed the petition as the authorized individual to file on behalf of the debtor, **XIH** and listed his title at "Manager." The petition listed the street address for **XIH** as 29100 SW Town Center Loop, Suite 230, Wilsonville, Oregon. The petition also listed the principle place of business of **XIH** in Dallas, Texas. In the *Schedule B – Personal Property* bankruptcy filing, **XIH** claimed 100% ownership in the stock of three subsidiary companies, Xtreme Iron, LLC, Xtreme Iron Hickory Creek, LLC, and Xtreme Iron Lake Dallas.

12. Xtreme Iron, LLC (**XI**) was formed as a Delaware Domestic Limited Liability Company on March 23, 2010. **XI** made application to register and registered as a Foreign Limited Liability Company with the State of Texas on March 31, 2010. The application listed Ron Abney as the manager, with a principle office address of 17902 Meadowlark Lane, Lake Oswego, Oregon, 97034. **XI** maintained an Oregon office for Oregon based employees at 29100 SW Town Center Loop, Suite 230, Wilsonville, Oregon. **XI** possessed a heavily leveraged fleet of Caterpillar and John Deere heavy equipment at an operational location in Frisco, Texas. **XI** worked with customers to meet specific equipment needs, either through equipment sales or rental contracts.

13. Core Iron Equipment, LLC (**CI**) was formed as a Delaware Domestic Limited Liability Company on May 31, 2012. The Authorized Person and signer on the State of Delaware LLC Certificate of Formation is Ron Abney. **CI** made application to register and registered as a Foreign Limited Liability Company with the State of Texas on June 1, 2012. The

only listed governing person and signer is Rob Abney. On November 22, 2013, the Registered Agent for **CI** submitted a Resignation as Registered Agent form and listed the most recently known business address for **CI** as 29100 SW Town Center Look, Ste. 230, Wilsonville, Oregon. **CI** also maintained an Oregon office for Oregon based employees at 29100 SW Town Center Loop, Suite 230, Wilsonville, Oregon. In material sent to investors, **J. STOVER** is identified as the President of Business Plan Management and Chief Financial Officer for **CI**.

14. **R. STOVER**, with the assistance of **J. STOVER** and others, controlled the operations and activities of **RSD**, **TCFG, XIH, XI** and **CI**.

IV. THE MANNER AND MEANS TO DEFRAUD

15. As part of the material scheme to defraud, **R. STOVER** and others under his employ, supervision and control including **J. STOVER**, established **TCFG** as a vehicle to receive investor funds.

16. As part of the material scheme to defraud, **R. STOVER** sought introductions to potential investors through professional business intermediaries. These referrals from established professionals lent an air of legitimacy to **R. STOVER** and led investors to trust representations made by **R. STOVER**.

17. As part of the material scheme to defraud, **R. STOVER** and others under his employ, supervision and control including **J. STOVER**, presented **R. STOVER** to potential investors and associates as a successful business person, with experience in real estate development including shopping centers and grocery stores, business financing and timber.

18. As part of the material scheme to defraud, **R. STOVER**, and others under his employ, supervision and control including **J. STOVER**, solicited investments in **XIH, XI** and

later **CI** via in-person meetings and other means of communication, including telephone, fax, and email.

19. As part of the material scheme to defraud, **R. STOVER**, and others under his employ, supervision and control including **J. STOVER,** presented investors with business plans and financial statements for **XIH, XI** and later **CI** via in-person meetings and interstate email. In these business plans and financial statements **R. STOVER** and **J. STOVER** represented that **XIH, XI** and later **CI** were companies with sound business models, strong growth opportunities and manageable debt exposure. In truth and fact, the financial statements misled investors regarding the true financial condition of the business entities.

20. As part of the material scheme to defraud, **R. STOVER**, and others under his employ, supervision and control including **J. STOVER**, repeatedly sought investments in the form of a discretionary line of credit up to seven (7) million dollars. **R. STOVER** refused to entertain requests from potential investors for equity or control in **XIH, XI** and later **CI.** When investors consistently rejected **R. STOVER's** request for a discretionary line of credit, **R. STOVER**, either directly or through other persons under his employ, supervision and control, solicited investments in the form of short term notes.

21. As part of the material scheme to defraud, **R. STOVER,** either directly or through other persons and entities under his employ, supervision and control including **J. STOVER**, or acting in concert with them, made materially false and fraudulent representations and promises concerning the solicited investments or loans. Among the materially false and fraudulent pretenses, representations, promises and material omissions, regarding the investments or loans were:

a. Investor funds would be used exclusively for business purposes. **R. STOVER** represented, orally and in writing, that investor funds would be used exclusively for capital sourcing and business related expenses for **XIH, XI** and later **CI**. In truth and fact, **R. STOVER** directed a portion of investor funds to personal use for himself and his family members, including **J. STOVER.** Defendant **R. STOVER** also directed a portion of investor funds to **R. STOVER**'s business obligations unrelated to **XIH, XI,** or **CI.**

b. **R. STOVER** invested his own funds into **XIH, XI,** and **CI**. **R. STOVER** represented, orally and in writing, that he personally provided capital sourcing for **XIH, XI** and later **CI**. This led investors to believe that they were jointly undertaking investment opportunities with **R. STOVER**. In truth and fact, **R. STOVER** did not make loans, fund transactions as promised, or supplement other investor infusions of cash.

c. **R. STOVER** promised investors short term repayment of loan notes, including interest. **R. STOVER**, either directly or through other persons and entities under his employ, supervision and control including **J. STOVER**, executed short term notes with investors for payment of loans with specific, short term maturity dates. In truth and fact, **R. STOVER** never honored the note maturity dates and did not make payments as promised. **R. STOVER** and **J. STOVER** failed to inform investors that **R. STOVER** was in default on millions in loan notes made or guaranteed by **R. STOVER**, including loans purportedly for the benefit of **XI**.

d. **R. STOVER** securitized investor loans with heavy equipment and accounts receivable. At times, **STOVER**, either directly or through other persons and entities under his employ, supervision and control including **J. STOVER**, secured investor notes through the execution of Security Agreements which pledged heavy equipment or accounts receivables as collateral for loan payment. In truth and fact, **R. STOVER** pledged encumbered, otherwise unavailable, or double securitized collateral in the Security Agreements.

e. **R. STOVER** personally guaranteed investor funds. At times, **R. STOVER** provided investors with a personal guarantee of payment in the event that note payment could not otherwise be met. In truth and fact, **R. STOVER** did not inform investors that he failed to honor personal guarantees he provided in conjunction with defaulted notes to prior investors and that **R. STOVER** did not have the financial capacity to personally guarantee payment.

f. **R. STOVER** promised investors that additional sources of funding for loan repayment and business operations were imminent. **R. STOVER** represented, orally and in writing, that he was close to securing outside sources of funding for **XIH, XI** and later **CI** and that those funds would be available for payment on investor loan notes. In truth and fact, any representations **R. STOVER** made about outside funding sources were speculative and misleading and **R. STOVER** never secured outside funding for **XIH, XI** and later **CI**.

22. As part of the material scheme to defraud, **STOVER** claimed his motivation for seeking investors for **XIH, XI** and later **CI** was to help "the guys", including **J. STOVER**, who held ownership interests in **XIH, XI** and later **CI.** In truth and fact, **R. STOVER's** primary motivation was securing a funding source to provide the sole source of income for himself and his family members including **J. STOVER.**

23. As part of the material scheme to defraud, **R. STOVER** told investors in **XIH, XI** and later **CI,** that **R. STOVER** was not taking, and did not plan to take, any compensation or fees for the work he did on behalf of **XIH, XI** and later **CI.** In truth and fact, **R. STOVER** directed a portion of investor funds directly to **R. STOVER's** personal use and to other uses unrelated to **XIH, XI** and later **CI.** In addition, **R. STOVER,** and others under his employ, supervision and control including **J. STOVER**, directed funds from **XIH, XI** and later **CI** to **R. STOVER** and to other uses unrelated to **XIH, XI** and later **CI**. During the relevant time period, investor funds and funds redirected from **XIH, XI** and later **CI** were **R. STOVER's** primary source of income.

24. As part of the material scheme to defraud, **R. STOVER**, and others under his employ, supervision and control including **J. STOVER**, represented to investors that the business entities needed additional infusions of capital in to order to successfully capture what **R. STOVER** characterized as "available business opportunities". In truth and fact, **R. STOVER** sought funds from investors in part to divert those funds to his personal use and the use of his family members, including **J. STOVER**.

25. As part of the material scheme to defraud, **R. STOVER** and others under his employ, supervision and control including **J. STOVER**, created the illusion of managerial distance between **R. STOVER** as a source of capital funding through **TCFG** and the operations of **XIH, XI,** and **CI**. In truth and fact, **R. STOVER**, assisted by **J. STOVER** and others, exercised total control over **TCFG** and all the aforementioned entities, including but not limited to the movement of money and the dissemination of information via business plans and financial statements.

26. As part of the material scheme to defraud, **R. STOVER** blamed his failure to meet his obligations under investor notes on a variety of external factors including but not limited to: the **XI** bankruptcy trustee, his health, market conditions and the failure of investors to provide additional capital resources on demand.

27. As part of the material scheme to defraud, after **R. STOVER** failed to perform on the note terms as promised, **R. STOVER** sent investors lulling emails promising payment on investor notes in the near future. In truth and fact, **R. STOVER** failed to make payments consistent with these additional false promises and assurances of late repayment.

28. As part of the material scheme to defraud, **R. STOVER** and others under his employ, supervision and control, caused S.S. to invest over two (2) million dollars into **TCFG, XI,** and **CI**.

29. As part of the material scheme to defraud, **R. STOVER** and others under his employ, supervision and control, caused J.Z. to invest over one (1) million dollars into **TCFG, XI,** and **CI**.

30. As part of the material scheme to defraud, **R. STOVER** and others under his employ, supervision and control, solicited others for investments in into **TCFG, XI,** and **CI**.

31. As part of the material scheme to defraud, **R. STOVER** and others under his employ, supervision and control, including **J. STOVER,** concealed from investors **R. STOVER's** diversion of investor funds for the financial benefit and personal enrichment of himself and his family including **J. STOVER.**

32. As part of the material scheme to defraud, **R. STOVER** filed a voluntary petition for personal bankruptcy on December 13, 2013 in the Eastern District of Texas, Sherman Division (*In re: Ronald Eugene Stover*, Case No. 14-32012-rld7). In his bankruptcy filing,

which **R. STOVER** signed under penalty of perjury, **R. STOVER** failed to disclose assets and income while attempting to discharge over $9.5 million dollars in personal debt, including debt owed to investors S.S., J.Z., and others. On March 25, 2014, the bankruptcy court transferred venue of **R. STOVER's** personal bankruptcy case to the bankruptcy court for the District of Oregon.

33. As part of the material scheme to defraud, **R. STOVER** appeared and answered questions under oath at a meeting of creditors on February 21, 2014 in Plano, Texas, in support of his voluntary petition for personal bankruptcy and debt discharge. The meeting was not concluded.

34. As part of the material scheme to defraud, **R. STOVER** appeared and answered questions under oath at a further meeting of creditors on July 15, 2014, in Portland, Oregon, in support of his voluntary petition for personal bankruptcy and debt discharge.

35. As part of the material scheme to defraud, **J. STOVER** appeared and answered questions under oath at an examination on August 7, 2014, in Portland, Oregon, in conjunction with and in support of **R. STOVER's** voluntary petition for personal bankruptcy and debt discharge.

COUNTS 1 THROUGH 9
(Wire Fraud)
(18 U.S.C. § 1343 and 18 U.S.C. § 2(a))

36. **Scheme and Artifice**: The Grand Jury incorporates paragraphs 1 – 35 as if set forth fully herein and re-alleges the material scheme and artifice to defraud and to obtain money and property from others by means of false and fraudulent pretenses, representations and promises, and materials omission of material fact, as described in those paragraphs.

37. On or about the dates set forth below, in the District of Oregon and elsewhere, defendant **R. STOVER**, aided and abetted by defendant **J. STOVER**, together with others known and unknown to the Grand Jury, for the purpose of executing the aforementioned material scheme and artifice to defraud, and attempting to do so, did knowingly transmit and cause to be transmitted in interstate commerce by means of wire communications, signals, and sounds, that is emails across state lines, as set forth below, each such use of the wires being a separate count of this Indictment:

COUNT	DATE	ORIGINATION	DESTINATION	DESCRIPTION OF WIRE
1	March 2, 2012	OREGON	CALIFORNIA	Email from **R. STOVER** to S.S. soliciting short term loan of $300,000.
2	March 3, 2012	OREGON	CALIFORNIA	Email from **R. STOVER** to S.S. promising repayment and collateral for short loan.
3	May 18, 2012	OREGON	CALIFORNIA	Email from **R. STOVER** to S.S. seeking an additional $300,000 loan, a multi-million dollar line of credit, and making representations regarding loan collateral and other financing sources.
4	August 10, 2012	OREGON	CALIFORNIA	Email from **R. STOVER** to S.S. regarding bankruptcy filing and proceedings for Xtreme Iron.
5	October 21, 2012	OREGON	CALIFORNIA	Email from **R. STOVER** to J.Z. seeking $77,000 for specified Core Iron business purposes.
6	December 30, 2012	OREGON	CALIFORNIA	Email from **R. STOVER** to S.S. with attachment memo urging S.S. to continue capital funding.
7	January 8, 2013	OREGON	CALIFORNIA	Email **R. STOVER** caused to be sent from L.P. to J.Z. with note for $11,000 loan and wiring instructions.

8	April 19, 2013	OREGON	CALIFORNIA	Email from **R. STOVER** to S.S. with wire instructions for $50,000 loan to Tri-Core Funding account at Farmers & Merchants Bank.
9	July 31, 2013	OREGON	CALIFORNIA	Email from **R. STOVER** to S.S. promising orderly payoff of overdue notes within days.

All in violation of Title 18, United States Code, Section 1343 and Title 18, United States Code, Section 2(a).

COUNTS 10 THROUGH 13
(Engaging in Monetary Transactions in Criminally Derived Property)
(18 U.S.C. § 1957 and 18 U.S.C. § 2(a))

38. The Grand Jury re-alleges each and every allegation contained in paragraphs 1 through 37 of this Indictment, and incorporates them by reference as if set forth herein.

39. On or about the dates listed below, in the District of Oregon and elsewhere, the defendants set forth below with respect to each count, together with those known and unknown to the Grand Jury, did knowingly engage in and attempt to engage in monetary transactions by, through, or to a financial institution affecting interstate or foreign commerce, with criminally derived property of a value greater than $10,000.00, that is, the making of wire transfers and the purchase of cashier's checks, on the dates listed below, such property having been derived from specified unlawful activity, each such monetary transaction being a separate count of this indictment:

COUNT	DEFENDANT	DATE	AMOUNT	DESCRIPTION OF TRANSACTION
10	**R. STOVER**	May 8, 2012	$168,883.43	Purchase of cashier's check from Tri-Core Funding Group (Mutual of Omaha account no. x1744). Money used to pay down the mortgage on Antioch Downs Court home in

				Tualatin, Oregon where **R. STOVER** resides and works.
11	**R. STOVER**	June 5, 2012	$17,000	Wire transfer from Tri-Core Funding Group (Mutual of Omaha account no. x1744) to RS Development account (Farmers & Merchants Bank account no. x5954). Money used to pay for personal expenses of **R. STOVER** and his family.
12	**R. STOVER and J. STOVER**	June 7, 2012	$131,170.89	Wire transfer from Tri-Core Funding Group (Mutual of Omaha account no. x1744) to Home Street Bank (loan account no. x0617). Money used to make a mortgage rescue payment on the Wilsonville Road home in Wilsonville, Oregon, where **J. STOVER** lived with his family.
13	**R. STOVER**	April 19, 2013	$11,000	Intra-bank transfer from Tri-Core Funding Group (Farmers & Merchants Bank account no. x6050) to an account in the name of Linda Stover (Farmers & Merchants Bank account no. x8728). Money used to pay for personal expenses of **R. STOVER** and his family.

All in violation of Title 18, United States Code, Section 1957 and Title 18, United States Code, Section 2(a).

COUNT 14
(False Statement Under Oath)
(18 U.S.C. § 152(2))

40. The Grand Jury re-alleges each and every allegation contained in paragraphs 1 through 39 of this Indictment, and incorporates them by reference as if set forth herein.

41. On or about August 7, 2014, in the District of Oregon, **J. STOVER**, defendant herein, knowingly and fraudulently made a false material statement under oath in and in relation to a case under Title 11, *In re: Ronald Eugene Stover*, Case No. 14-32012-rld7, by falsely

testifying under oath in an examination before the case trustee that he did not know who set up **TCFG**, that he did not know if **R. STOVER** set up **TCFG,** and he did not know how **TCFG** accessed money, when in fact **J. STOVER** knew that defendant **R. STOVER,** either directly or through other persons and entities under his employ, supervision and control including **J. STOVER**, established **TCFG** as a vehicle to receive investor funds intended to flow to **XIH, XI, CI** as well as to the personal use of **R. STOVER** and his family members including **J. STOVER**.

All in violation of Title 18, United States Code, Section 152(2).

COUNT 15
(False Statement Under Oath)
(18 U.S.C. § 152(2))

42. The Grand Jury re-alleges each and every allegation contained in paragraphs 1 through 41 of this Indictment, and incorporates them by reference as if set forth herein.

43. On or about July 15, 2014, in the District of Oregon, **R. STOVER**, defendant herein, knowingly and fraudulently made a false material statement under oath in and in relation to a case under Title 11, *In re: Ronald Eugene Stover*, Case No. 14-32012-rld7, by falsely testifying under oath in the continued meeting of the creditors that the American Express credit cards he provided to his family members, including C.G. and A.D. were provided to C.G. and A.D. for business purposes and in conjunction with specific projects where C.G. and A.D. performed work on behalf on of the projects, when in fact **R. STOVER** knew that C.G. and A.D performed no work on behalf of **R. STOVER** projects and **R. STOVER** provided the credit cards to C.G. and A.D exclusively for their personal use.

All in violation of Title 18, United States Code, Section 152(2).

COUNT 16
(Bankruptcy Fraud)
(18 U.S.C. § 157)

44. The Grand Jury re-alleges each and every allegation contained in paragraphs 1 through 43 of this Indictment, and incorporates them by reference as if set forth herein.

45. On or about August 7, 2014, in the District of Oregon, **R. STOVER** and aided and abetted by **J. STOVER**, defendants herein, having devised a material scheme and artifice to defraud **R. STOVER**'s creditors, including S.S., J.Z. and others, and for the purpose of executing and concealing said scheme and artifice, did knowingly make a false and fraudulent representation and claim concerning or in relation to a proceeding under Title 11 while under oath in the continued meeting of the creditors in Case No. 14-32012-rld7, *In re: Ronald Eugene Stover*, in that defendant **R. STOVER** made misrepresentations concerning his control, true ownership status, and history of payments regarding the property on Antioch Downs Court; concerning **R. STOVER's** level of control and true role with **XIH** and **XI**; concerning **R. STOVER's** level of control and true role with **CI**; and concerning **R. STOVER's** establishment and use of **TCFG**.

All in violation of Title 18, United States Code, Section 157 and Title 18, United States Code, Section 2(a).

FORFEITURE ALLEGATIONS

FIRST FORFEITURE ALLEGATION
(18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c))

Upon conviction of one or more of the offenses alleged in Counts 1-9 and Count 16 of the Indictment, defendants, **RONALD EUGENE STOVER and JEFFREY CHARLES DANIEL STOVER**, shall forfeit to the United States of America pursuant to 18 U.S.C. §

981(a)(1)(C) and 28 U.S.C. § 2461(c) any property constituting or derived from proceeds traceable to the violations, including, but not limited to the following:

A sum of money equal to the amount of proceeds obtained as a result of the offenses alleged in Counts 1-9 and Count 16 for which the defendants are jointly and severally liable in the form of a money judgment.

SECOND FORFEITURE ALLEGATION
(18 U.S.C. § 982(a)(1))

Upon conviction of one or more of the offenses alleged in Counts 10, 11 and 13, defendant **RONALD EUGENE STOVER**, shall forfeit to the United States of America pursuant to 18 U.S.C. § 982(a)(1) any property, real or personal, involved in such offense, and property traceable to such property. The property to be forfeited includes, but is not limited to the following:

A sum of money equal to the amount of proceeds involved in the offenses alleged in Counts 10, 11 and 13 in the form of a money judgment.

THIRD FORFEITURE ALLEGATION
(18 U.S.C. § 982(a)(1))

Upon conviction of the offense alleged in Count 12, defendants **RONALD EUGENE STOVER** and **JEFFREY CHARLES DANIEL STOVER**, shall forfeit to the United States of America pursuant to 18 U.S.C. § 982(a)(1) any property, real or personal, involved in such offense, and property traceable to such property. The property to be forfeited includes, but is not limited to the following:

A sum of money equal to the amount of proceeds involved in the offense alleged in Counts 12 for which the defendants are jointly and severally liable in the form of a money judgment.

SUBSTITUTE ASSETS

If any of the above-described forfeitable property listed in Counts 1 – 13 and 16, as a result of any act or omission of the defendant(s):

(a) cannot be located upon the exercise of due diligence;

(b) has been transferred or sold to, or deposited with, a third party;

(c) has been placed beyond the jurisdiction of the court;

(d) has been substantially diminished in value; or

(e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to 21 U.S.C. § 853(p) as incorporated by 18 U.S.C. § 982(b), to seek forfeiture of any other property of said defendant(s) up to the value of the forfeitable property described in these forfeiture allegations.

Dated this 15 day of June 2016.

A TRUE BILL

OFFICIATING FOREPERSON

Presented by:

BILLY J. WILLIAMS
United States Attorney

DONNA BRECKER MADDUX
Assistant United States Attorney